Supreme Court, U.S.
FILED
03 634 JUL 12 2003

CASE NO. _____

IN THE
UNITED STATES SUPREME COURT

TERM OF SEPT. 2003

DBA BILLY L. EDWARDS,
Petitioner,

Vs,

THE BANK OF NEW YORK;
THE STATE OF NEW MEXICO
Respondents.

Petition for a Writ of Certiorari
From the United States Tenth Court of Appeal to the
United States Supreme Court

PETITION FOR A WRIT OF CERTIORARI

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49 p

QUESTION PRESENTED FOR REVIEW

QUESTION 1.

Pursuant to 28 U.S.C. sec. 1332 (a), Petitioner hasDiversity of Citizenship ,(EXHIBIT D) Do the Defendant's Claim Jurisdiction under 11 Amendment over Ride the Rule 902 (EXHIBIT C), and Petitioner's International declaration (EXHIBIT D) of Diversity ?

QUESTION 2.

Defendant Raised a Federal Question of Article III, Section 2., Paragraph 2.and Challenging Petitioner right to Claim under it. Will the Petition 's **Two (2)** Documents (EXHIBIT D),and (EXHIBIT G) serve as a qualifying Foreign Diversity of Citizen ship **Fact ?**.

QUESTION 3.

The U.S. Department of State recognizes Petition's Sudan Sovereignty Concerns (EXHIBIT G),...Will Court grant Relief from Disposition against Right to Federal Jurisdiction, under Article III Section 2., Paragraph 2. (Exclusive Jurisdiction) ?

BEST AVAILABLE COPY

QUESTION PRESENTED FOR REVIEW

QUESTION 4.

___ The District Court upheld Appellee's Motion to denie State Records Proper (Real-Estate Contracts) from Federal review , in doing so' did this Action Qualify, and Sustain the "**Complaint De Nova "**on **Attempted Contract Fraud**, and a **Federal Question** of Diversity of Citizenship ?

QUESTION 5.

Did the Defendant have the right to refuse Original Contract payments Agreement on (EXHIBIT J)in favor of a EX Post Fac'to (11 months) Fraudulent Contract demands (EXHIBIT I) having no agreement, nor knowing of ?

QUESTION 6.

Defendant failed to complete his required duties to mail a statement as he promised on what payments would be for the month of 01/01/2001 and 02/01/2000 after reinstatement down payment of $697.00.(EXHIBIT H) which party is at fault for failure for forbearance payments Information Publishing?

QUESTION PRESENTED FOR REVIEW

QUESTION 7

Defendant 's First Forbearance Contract of 12/27/2000 States $276.00 a month for a house that Rents for $330.00 including Utilities . The Defendants Second EX Port Fac'to Forbearance Contract of $497.12 of 09/01/2001 for the same house that rents for $330.00 Which Forbearance Contract Rights appears to the Honorable Court as holding Superior right to protection and Justice ?

QUESTION 8

The Defendant claim that a payment was missed, for February 01/2001; But ' he failed to give the Plaintiff a sat amount per that February Month and any month before the 03/01/2001, and now he wants to use a Ex Post Fac'to Forbearance foreclose and disability based on a fictitious payment Default, Will the Court Protect Plaintiff's Right against Defendant's(changing Horses in the middle of the stream) abusing the Original Forbearance Agreement ?

QUESTION PRESENTED FOR REVIEW

QUESTION 9.

While the Defendant Claim protection under the 11 Amendment to protect his attempted fraud to deprive Plaintiff of Property , ..will the Honorable Court honor the Plaintiff's IV Amendment Rights to be secure in his Original Forbearance Papers and houses Property?

QUESTION 10.

The Defendant has damaged the Plaintiff Business and Credit rating by the false Internet Claim of default of payments, Will the Court enter a just disposition that will restore the losses ($) cause by the Defendants internet abuse to the Plaintiff?

U.S. CODES

28 U.S.C.. 1332....., page 16., 7.,1.,

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CASE PARTIES

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JURISDICTIONAL STATEMENT

This Court has Jurisdiction because of the Federal Question and Constitutional Article III., Section 2., Paragraph 2; (Exclusive Jurisdiction) 28 U.S.C. 1332 (a)(Foreign Diversity of Citizenship); and, the Bill of Right Article Article VIII, Forteen Amendment 14 (Due Process), and by U.S. ,Rule 10 (Should have been); Fourth Amendment (Secure), and 28 U.S.C. 1332(a).

IN THE UNITED STATES SUPREME COURT
IN THE MATTER OF
Real –Estate contract Conflict:

WILLIAM LORD PUNCHARD
(DBA Billy L. Edwards)
Plaintiff,
Vs,
The BANK OF NEW YORK
The State of new mexico,
Defendants.

<<

CASE HISTORY

This is a Original Case and have never been in the Supreme Court before now coming from the U.S. Tenth Circuit Court of Appeals on the April 16 ,2003. As CIV-2002-2310. (D.C. No. CIV-02-781-LH/LCS), and D. New Mexico

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PR0CEDURAL HISTORY

The attempting Corporate Hussle(Scamb) on the Petitioner.,was accepted by the Federal Court. Defendant FALSE Contract (EXHIBIT I) Ex Post Fac'to over ride the true Original Contract.(EXHIBIT H) This State Certified Record was never moved in to Federal Court Jurisdiction The Defendant Blocked the showing of the Certified Original Contract before a Federal Court .There District Courts Claim of Attempted Appeal has no merits nor foundation. With a Motion to Squash the Subpoena for the State Record Proper granted, the Petitioner's Complaint about the False Contract EX Post Fac ,and ' Damages($)remain. Damages Caused by the Defendant.False Internet Posting remain before the Federal Court as A De nova Complaint Case. Federal Court too was influenced by Defendant's Big Corporate Name.

The Defendant Raised the Federal Question of Diversity of Citizen Ship to Block any District Court Disposition.

HISTORY

As to pointing out errors of lay and fact, Please See Respondent Challenges , and chose to use Petitioner's Diversity Citizenship)EXHIBIT G),(App 13)(EXHIBIT d): (App9) against him as a Defense . Respondent some how Throat that to copy cat the claims of the State Respondent was A Fact. In doing So' The Respondent (Bank of New York) Striped (Bar) himself of the State protection of the 11th Amendment by adopting the Federal Article III, Section2., Paragraph 2., as a Defense. **PLEASE SEE:** EXHIBIT A) (PAGE APP-4) D.C.. Subject matter Jurisdiction, Please See: *Neitzke, Vs, Williams, 490 U.S. 319, 327 n.6(19890. As to the Federal Question, Both Courts are Bared to any Final Disposition* in any capicity at their level., over Minister With Foreign Diversity. The $2 Million loan was lost pursuant to defendants Internet Credit Posting of this False Claim.

Petitioner lives in a Foreign Government Embassy for over 19 years.**PLEASE SEE: (EXHIBIT G),(EXHIBIT D)** (APP-8.a)

HISTORY

Fraud, Respondent's attempted fraud by self designing EX POST FAC'TO Forbearance (EXHIBIT I)contract when the Court ordered him to produce Copy for the first time. The Respondent Overwhelmed the Court with quotations and figures to the point the Court just become confused and ruled in their favor. (EXHIBIT I) attempt to smother (EXHIBIT H) .

The Respondent forgot to mail out a **new stated amount for 01/01/2001, and 02/01/2001 as they promised to do; along with the letter (EXHIBIT H)** 12/27/2000. Petitioner tried to jump ahead by mailing a check for $254.00 for 01/01/2001. This was 4 days before the letter of 12/27/2000 came. Petition had no information on how much the new payments would be. The Jump ahead payment Confused the Respondent in to thinking he had mailed out the required New Payments Schedule.. Petitioner' after receiving the letter of 12/27/2001 There was no mention or statement for 02/01/2001 , and before 03/01/2001. That when Respondent declare a. Default. There was no default **in this defamation** (8.b)

PROCEDURAL HISTORY

Complaint. Thus making the case a Question.(Article III).

A Supreme Court Jurisdiction Over Question and Defamation.

STATEMENT OF THE CASE

1. The Petitioner did not raised the Federal Question but ' have been A Foreign Government Diplomat for 19 years. Diversity of Citizen Ship. The Petitioner is publicly known Nationally, and Internationally as a Sovereignty that Politicaly Apposes of Republic of Sudan Invasion.. He lives on Foreign Embassy Property.Pursuant Federal Rule OF Evidence RULE 902 ,**PLEASE SEE:(EXHIBIT D).**

2. The Petitioner is kept abrest of the events that concern his International Diplomatic Business by his Embassy Staff and U.S. Department of State **PLEASE SEE:(EXHIBIT D).**

3. The Petition Complaint is about attempted Real-Estate fraud but due to the lack of Due Process by the District

STATEMENT OF THE CASE

Court abuse of discretion , Petitioner finds himself discussing his Diversity of Citizen Ship. Defendant's cover up for his Attempted Frausulant Real-Estate Contract.**PLEASE SEE: (EXHIBIT A) District Court Disposition.**

4. Due Process , and Equal Protection in the District Court Some how went out the window when the Question of Diversity of Citizen Ship come in. Petitioner Question the District Courts Jurisdiction to make any Disposition where a Foreign Minister and the State have a Conflict.**PLEASE SEE:** (**EXHIBIT F**) Article III., Section 2., Paragraph 2. ,

5. The **Rocker-Feldman** doctrine do not come into play in this case because the U.S. Constitution Bill of Rights 11th Amendment never granted the States the right to override the Federal Constitutional Doctrine of Article III. The Petitioner Complaint was circumvented by the District Court upon the

STATEMENT OF THE CASE

Appellee Raising of a New Format Complaint , based on and involving the Article III hoping a foreign party would be not favorit by the Court., and his Attempted contract Fraud could hid it self **PLEASE SEE::(EXHIBIT I)**

6. Under D.C. RULE 12(B)1(1) THE District Court should have Accepted pleadings that clearly showed an attempt to Fraud. Petitioner's Complaint of alleges Contract Fraud .**PLEASE SEE: (EXHIBIT I).**

7. The dates on the Original Contract Instructions **(EXHIBIT H)**are the same as the Fraudulent EX Post Fac'to contract **(EXHIBIT I) , Which Contract is due Service. Defendant Rejection of the required payments by the original contract (EXHIBIT J)** violated the Original Contract of 12/27/2000**(EXHIBIT H).**

8. Defendant never did COME BACK with instruct to the

STATEMENT OF THE CASE

8. Petitioner on any payments for 01/01/2001 nor 02/01/2001. After the reinstatement down payment of $697.00. The Petitioner never did mis a Payment.as claimed by the Defendant **PLEASE SEE (EXHIBIT E)**

9 The Defendant 's Public Posting of the claims of failure to make payment and Forbarence Froclosure on the Internet for Credit purposes Reporting has Damaged the Petitioner's Credit . The two Million Dollar Bank loan that was refused the Petitioner for his Telecommunications Company has a Money estimation Loss of $40 Million It should be ordered reemburstment to petitioner. For damaging Published Libel.

*2 The Defendant raising of Article III for protection while attempting to Block the Record Proper under the 11 Amendment in which he is not intitled to hold with the Article III being raised . This should cost him the right to gain the Property and House in Question. , His published two (2) Contract out of his Office.(EXHIBIT H), AND (EXHIBIT I) Defendant has refused all payment under Original contract. Petition has shown Defendant Attempted Fraud and the Court should give the Property back to the Petitioner.

STATEMENTS OF THE CASE

10. **ADDRESSING THE FEDERAL QUESTION**

It was The Defendant (New York) that **first** raised the Defense of the Federal Question of Diversity of Citizenship by Plaintiff.(ARTICLE III, Section 2., Paragraph 2.) before a Federal District Court. District Court's **Declined** to Comment, and Substituted a **Misjoinder Doctrine** to Address Issues that failed to give DUE PROCESS to the Federal Question **(EXHIBIT A),(paragraph II :Subject Matter Jurisdiction),(PAGE APP-4.A).**

PLEASE SEE: (EXHIBIT F)

11. **ADDRESSING STATE JURISDICTION**

Pursuant to Article III **(EXHIBIT F)**,Because' the Plaintiff has Foreign Government Agency (**EXHIBIT G)** Statutes, **ANY** State Court level discussion that develops in to a Federal Court **Filed** Discrepancy **With Plaintiff Will deprive** the Defendant (State Court) of the 11th Amendment Protection.

STATEMENT OF THE CASE....

PLEASE SEE: (EXHIBIT F).

12. ISSUES **OF DISCREPANCY**

Therefore' the Plaintiff **take Issue** with the Defendant s (State and New York Bank), and the **Federal District Court , and the Federal** Court of Appeals Presentation of Case DISTRICT OF **COLUMBIA Court of Appeal, Vs,Feldman, 460 U. S. 462(1983) is MOOT**as being **applicable for Their Claim** to the Eleventh (11th) Amendment Exclusive State Jurisdiction **(EXHIBIT A),(Section III),(Page App-4.A), And AGAINST Article III.Section 2., Paragraph 2.(Exclusive Jurisdiction). PLEASE SEE: (EXHIBIT F),AND (EXHIBIT G).**

13 CAUSE THAT STAND ALONE

Petitioner being Publiclly Registred as a Foreign Citizen Acting as a Agent For a Foreign Government (EXHIBIT G),and having Foreign Sovereignty Political Jurisdictions

STATEMENT OF THE CASE

Concern that the President of the United States of American has Expressed His (**EXHIBIT D)**same Compatible Concern do present a standing Cause; that meets the requirements of **Code 28 U.S.C. 1332 (a),(Diversity jurisdiction)**, and (Diversity in Citizenship) **PLEASE SEE: (EXHIBIT D), (Page App-9),and (EXHIBIT C.a (b.7): Registration) ,(Page App-8),And (EXHIBIT G),(App-13).**

14. **STAND ALONE SUPPORTING CASE**

The Petitioner's Political Statutes requires him to only apply to the Supreme Court **Remedies** for relief in a Foreign Citizen ,and or State discrepancy.(Article III). **PLEASE SEE: (EXHIBIT K), United States , Vs, BELMONT 301 U.S. 324 (1937)** ...A New York private Bank that Failed to Recognize U.S Constitutional, Article III.....**Opinion of J. Southland....** . We are of [the]Opinion that no state policy can prevail against the international compact here involved.....We take judicial notice of the fact that coincident with the

STATEMENTS OF THE CASE

Assignment set forth in the complaint, **the President recognized** the [Government] , and normal diplomatic relations were establish between that government and the Government of the United States,...**the recognition, establishment of diplomatic relations**.. The Executive had authority to speak as the sole organ of that government. **Please See:(EXHIBIT D).**

IN THE PRESENT CASE, The Respondent has refused to recognize the Federal Government, nor U.S. Court's Final Disposition Jurisdiction Rights over the 11th Amendment, Respondent has sold the Petitioner's Property. The New Tenant has **Damaged** and Defaced the $115.000 00 Property with a 7 feet Corrugated Tin (Farm Style Fence) next to the Royal Embassy. Value loss to Appraised Embassy Property is ($90,000.00) We seek Justice for the Erroneous Internet Credit Foreclosure Posting that Damaged ($40,Million),and Punitive awards ($40 Million),or what ever the Honorable Court thinks Right Under U.S. Court Rule 10 c ("should be").

REASON FOR GRANTING

1. Pursuant to U.S. Constitutional , Article III. Section 2., Paragraph 2. (Exclusive Jurisdiction) is the only Court of final settlement open to the Petitioner(Foreign Ministers). **PLEASE SEE: (EXHIBIT F)**

2. The District Court over looked the fact that the Defendants(State) is a **Partyin the Discrepancy, and** that has a Diversity of jurisdiction Pursuant to Federal Code 28 U.S.C. 1332 (a)., and Article III ,Section 2.,Paragraph 2.is a bar to any Eleventh (11th) Amendment claim by Defendant. **PLEASE SEE: (EXHIBIT F). The** District Court should be over turned.

3. There is no merits in District Court claim that this is an attempted appeal. An Appeal must first have a **prior DE NOVA HEARING.** In the Present case any state Court movement concerning a Foreign Government Minister that develops in to a Discrepancy with the state as a Party is just that"a Discrepancy", is no official Federal Supreme Court act.

REASON FOR GRANTING

Disposition. **PLEASE SEE: (EXHIBIT G), (EXHIBIT K).**

4. **The** U.S. Constitution , (Bill of Rights)Article 14 , and Article 4. Requires that the Courts give Due Process of Protection to **Foreign Government Citizens(EXHIBIT G)** that have Property ,Papers, and Houses with in the jurisdiction of the United States. The Defendant(State) failed this Code and the Federal District Court failed to observe these Articles concerning Property **Thus'** resulting in failure to grant Due Process protection from Forbearance Contract Fraud .. . **(EXHIBIT B),(APP-5)** U.S.D. should be overturned.

5. The Defendant (Bank) presenting of a "hine Site Contract"(EX POST FAC'TO) Forbearance (**EXHIBIT I)** to justify his Fraudulent Actions is not a two party Agreement as the Original **(EXHIBIT H)** Forbearance, and the Defendant (State) ,and Federal District Court should not have attempted to give Merits to such Fraud. They suffer from the Doctrine of

REASON FOR GRANTING

Abuse of discretion. **PLEASE SEE: (EXHIBIT A),(App-4),(Section II). They are bared by Article III.**

6. The Defendant (State Court), and the Federal District Courts Suffer from the Doctrine of None delegation (no Jurisdiction, pursuant Article III.) . **PLEASE SEE: (EXHIBIT A),(APP-4) (Section III)**. Their Attempt at Final Disposition is bared by Article III, Section 2., Paragraph 2.(**EXHIBIT F)** , and should be over turned.

7. Defendant's production of a False Forbearance(EXHIBIT I),and Returning all Payments of the true and Original Forbearance to gain Property for more than their loan ($) paid out Is A Fraud,

PLEASE SEE: (EXHIBIT J). The U.S. Court should not have a hand in supporting such Criminal Act.

8. The Defendant's Posting of a Fraud on the Internet should be bared by the Court, and Damages paid to Plaintiff.

REASON FOR GRANTING

9. The Code 28 U.S.C. 1332 (a) was met by the Plaintiff. On diversity and supported by the President of the United States **(EXHIBIT D), and (EXHIBIT K).**

(A) **THE** Supreme court opinion on RULE 901 (b.7) (on Public filing)has been shown by **(EXHIBIT C.a).**

(B) The Federal Rule of Evidence, RULE 902 **(EXHIBIT C (3.a)) Supporting the Petitioner's Foreign Agency Statuts.**

The Defendant (State , and the Federal District Court should be overturned as the Appeals Court should is overturned.

CONCLUSION

The Defendants (State, and Bank) raised a Federal Question On Diversity of Citizen (Exhibit A) (Page App-4), (section II) that placed a bar to them having any protection

CONCLUSION

Statutes from the Eleventh (11th) of the U.S. Constitution; Because of the Article III., Section2., Paragraph 2...

The Moot Actions of the Defendants(State)suffers from the Doctrine of None-Delegation (no jurisdiction). Any action taken by the Defendants (State) can not be held as a Disposition by a Court , A discrepancy Records of a Foreign Government Minister where the Defendant (State) is a Party can only be held as a conversation that parties failed to agree on. Therefore' the Plaintiff application to the Federal Jurisdiction was with out an attempt to appeal a State Disposition. Pursuant to Constitutional , Article III, The Plaintiff's Complaint can only be a DE NOVA UP ON ENTERING The Exclusive Jurisdiction of the Supreme Court

Keeping in mind that the Defendant Raised the Federal Question of Diversity of jurisdiction or Foreign Citizenship. This enable the Petitioner(Foreign Agent) Whom lives in a

CONCLUSION

Foreign Government Embassy to Apply for DE NOVA in the U.S. Supreme Court. **Petitioner's Preponderance of (EXHIBITS D)Shows United States of American President Recognizes Political Statutes pursuant to Federal Rule of Evidence** , RULE 901(b.7),(EXHIBIT C.a), and (EXHIBIT K) that supports Justice Southerland Opinion in U.S. Vs, Belmont Bank; Therefore' De NOVA Rights to the U.S. Court Jurisdiction is Established by the Petitioner;

The Defendant (Bank) attempt to do fraud by using of a Second, padded EX POST Fac'to (EXHIBIT I) Forbearance interrupted the Timely payment of the Original (EXHIBIT H) Forbearance; The Defendant's (Bank) Refusal to accept payments from the Original Forbearance , And the returning of four (4) Monthly payments (over a $1,000.00)to gain a superior Value over the Original Forbearance can not be held as harmless Error , nor acting in good faith when the Defendant

CONCLUSIONS

(Bank) failed to state or give any Document showing Monthly amount for the two Month of 01/01/2001 and 02/01/2001,on it's Letter of 12/27/2000; There should have been some Document of such after the Down Payment of$697.00. Even though ' the Month for January was paid in advance to enable the Petitioner to gain a payment ahead.; No Document before Defendant's EX Post Fac'to came out Nine (9) Months later;

The Cost of Defending by the Petitioner should be taking in to consideration by the Honorable Court.; The Damages to Petitioner's Communication Company , and the petitioner's Water Plant fabrication business is great. ; The Loan loss of $2 Million Dollars ($) would have brought some $40 Million Dollars ; The Defendant blocking of Petitioners Credit by the use of the Internet Credit System has did great damage to the Petition; so much so' that the Property in question ,plus

CONCLUSIONS

Compensation ($) for money losses, and for mental Stress, should be given to the Petition; or what ever the Honorable Court think is Right and Just; Defendants Actions and attempted Fraud is inexcusable

This Petitioner's Actions are Submitted Respectfully on the Brief.

Having no more Business before the Honorable Supreme Court The Petitioner thank the Honorable Court.

10/02/2003 Billy L. Edwards

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(EXHIBIT A)

IN THE UHNIT3ED STATES DISTRICT COURET
FOR THE DISTRICT OF NEW MEXICO

IN THE MATTER OF
REAL-ESTATE FORBEARANCE CONTRACT:

BILLY l. EDWARDS
PLAINTIFF,
Vs, No. CIV-20-00781 LH/LCS,

THE STATE OF NEW MEXICO ,
THE BANK OF NEW YORK.
DEFENDANT.

MEMORANDUM OPINION AND ORDER

THIS MATTER came before the Court on motions to dismiss the complaint filed by Defendant Bank of New York on july 26, 2002 (Docket No. 11) and by Defendant State of New Mexico on Ajugust 7, 2002 (Docket No. 17).

In reviewing a *pro se* a complaint , the Court applies the same legal standards , *Northington , V, Jackson, 973 F.2d 1518, 1520-21 (10th cir, 1992) The Court , having considered these materials, concludes that Defendants' s Motions are well-taken and shall be granted.*

(APP-1.A)

1. Standard for Motion to Dismiss

Granting a motion to dismiss is a harsh remedy that must be cautiously studded, not only to effectuate the spirit of the liberal rules of pleadings, but also to protect the interest of justice. *Cayman Exploration Corp. Vs, United Gas Pipe line co. 873 F.2d 1357, 1359,1356(10 Cir. 1989 In the ruling on* a Motion to dismiss, the Court must accept all the well-pleaded factual allegations of the complaint as true and view them in the light most favorable to the non-moving party . *See Sutton Vs, Utah State Sch , for Deaf and Blind, 173 F.3d* 1226, 1236 (!0th Cir. 1999). In Accepting the complaint 's allegations as true , the Court must consider whether the complaint , standing alone, is legally sufficient to state a Claim upon which relief may be granted, *See Ordinance 59 Ass'n, Vs, United States Dep's interior secretary, 163-F3d 1150 , 1152 (10th Cir. 1998).*

II. Subject Matter Jurisdiction

In their motions to dismiss, Defendants claim that this court lacks subject matter jurisdiction pursuant to Fed, R, Civ, P. 12(b)(1). A case will be dismissed if the plaintiff com not show that a federal question is at issue, See *Neitzke Vs, Williams , 490 U.S. 319 . 327 n.6 (1989),* or that the dispute is between completely diverse parties and exceeds the threshold amount of $75,000. *See City of Indianapolis, Vs, chase Int' Bank , 314 U.S. 63 (1941). The Court has stated that " to sustain diversity Jurisdiction there must exist an actual controversy between citizen of different states from all parties on the other side." Id at 69. In the instant case, Plaintiff is a citizen of New Mexico , and has Sued the State of Neq Mexico . Obviously , this case does not have a complete diversity,*

As an alternative to diversity jurisdiction, this Court would have jurisdiction if this case involves a federal question,

The Plaintiff appears to state that because he is filing a Writ of Subpoena , a Constitutional Issue is involved, and this Court therefore has subject matter jurisdiction, *See* Plaintiff Petition For Review and Writ of Subpoena (Docket No. 1)). Plaintiff also claims that his being deprived of property violates the bill of rights, Whether or not these claims bestow jurisdiction on this Court or are valid need not be address for the reasons discussed in the section below.

III. United States District Court Review of a State Jurisdiction Decision.

In their motions to dismiss , Defendants assert that this Court cannot hear an appeal of a State Court decision. In District of Columbia Court of Appeals, Vs, Feldman, 460 U.S. 462(1983), the Court stated that a" United States District Court has no Authority to review final Jurisdiction of a State case in judicial proceedings. Review of such judgements may be had only in this Court " *Id.* At 482. In this case , the Sixth Judicial

District Court of New Mexico entered Judgment against the Plaintiff. This decision was affirmed and the New Mexico Supreme Court Subsequently denied Plaintiff's application for a Writ of Certiorari. Plaintiff has exhausted his State Court remedies, and is now trying to use this court to overturn the State Court's judgments. However, this Court does not have the authority to hear such an appeal.

WHEREFORE ,

IT IS HEREBY ORDERED THAT Defendant Bank of New York's Motion to Dismiss, (Docket No. 11) and Defendant State of New Mexico's Motion to Dismiss, (Docket No. 17) are granted in full and this case will be dismissed in its entirety.

LEROY ?

UNITED STATES DISTRICT JUDGE

(EXHIBIT E)

FURR'S—414 EAST PINE ST., DEMING, NM
PHONE 546-9122

MR	MONEY ORDER	NP 500.00
MR	MONEY ORDER FEES	NP .50
MR	MONEY ORDER	NP 163
MR	MONEY ORDER FEES	...NP . 56
****	SUBTOTAL	668.00
****	TAX	.00
****	TOTAL	668.00
	CASH	668.00
CHANGE		.00

TOTAL NUMBER OF ITEMS SOLD = 0
12/04/00 17:17 0914 23 0150 202
SIGN UP FOR THE FURR'S CLUB CARD!

THANK YOU FOR CHOOSING
FURR'S

<<<<<<<<<<<<<<<<<<<<>>>>>>>>>>>>>>>>>>

TRAVELERS EXPRESS COMPANY, INC DRAWER
P.O. BOX 9276 MINNEAPOLIS, MINN 55480
1-800-542-3590

DATED AMOUNT

9558020623 01/04/01

146 NM 259.00

59726091470914 01

EMPLOYEE

95580206238

I DETACH HERE I

<<<<<<<<<<<<<<<<<<<<>>>>>>>>>>>>>>>>>>

(App 2)

(EXHIBIT B)

UNITED STATES COURT OF APPEALS **APR 16 2003**
TENTH CIRCUIT **PATRRICKFISHER**

IN THE MATTER OF REAL ESTATE FORBEARANCE CONTRACT: BILLY LLOYD EDWARDS,	I	**No. 02-2310**
Plaintiff-Appellant,	I	**(D.C.. No.CIV-Lh/ LCS) (D.N.M.)**
V,	I	
THE BANK OF NEW YORK; THE STATE OF NEW MEXICO	I	
Defendant-Appellees.		

ORDER AND JUDGMENT

_Before EBEL, HENRY,AND HARTZ, Circuit Judges.

After examining the briefs of Appellant record, this panel has determined unanimously that oral argument would not aid in the disposition of this appeal. See Fed.R.App.P.34(a)(1)9c). This case is therefore orded submitted with out oral arguments.

Billy L. Edwards appeals the district court's dismissal of his action against the State of New Mexico and the bank of New York on the grounds that the court lacked subject matter jurisdiction . Mr. Edwards's allegations arise out of a foreclosure action filed by the Bank of new york in New

Mexico state court Mr. Edwards appealed the new mexico state court's default judgment foreclosure decree the new mexico Court of Appeals. After the Court of Appeals affirmed the trial court, Mr Edwards filed a petition for a writ of certiorari in the New Mexico Supreme Court, which denied his petition.

Mr. Edwards then filed a number of pleadings in the United States District Court for the District of New Mexico: a Motion for a Stay on the Property, a Petition for review and Writ of Sjubpoena , and a Notice of Removal. The District court dismissed all of Mr. Edwards 's claims, reasoning that Diversity Jurisdiction was lacking: Mr. Edwards is a Citizen of New Mexico and one of the defendants is the state of New Mexico . As to Mr. Edwards Federal claims, the district court concluded that they were barred by the Rooker-feldman doctrine: Mr. Edwards had attempted "to use {the federal district court] to overturn the state court's judgment.' Rec.doc.40, a3 (District Court Order, filed Oct.9,2002); see

Federal Courts to seek review of a State Court decision. See kowa Indian Tri bes of Okla. V, Hoover, 150 F.3d 1163,1169D.C. Court of Appeals V, Feldman, 460 U.S.462 (1983); Rocker v, fid. Trust Co.,263 U.S. 413 (1923).

For substantially the same reasons set forth by the district court, we agree that subject matter jurisdiction is lacking. There is no complete diversity of citizenship. See Newman –Green inc., V, Alfronzo-Larrain,490 U.S. 826,828 (1989) (stating that [w]hen a plaintiff sues More than one defendant in a diversity action, the plaintiff must meet the requirements of the diversity Statute for each defendant or face dismissal");See also 28 U.S.C. 1332(a) (diversity jurisdiction may only be establish where the suit is between "(1) Citizens of different States; (2) citizens of a State and citizens or subject of a foreign state (3) citizens of different states and in which citizens or subjects of a foreign state are additional parties; [or](4) a foreign state ...as plaintiff and citizens of a State or of different States").

Moreover, Mr. Edwards cannot employ the

(10th cir.1998) (stating that the Rooker-feldman doctrine' Bars a party losing in state court ....from seeking what in substance would be appellate review of the state judgement in a United States district court, based on the losing Party's claim that the state judgement itself violates the loser's federal rights'); See also Long V, Shoregank Development Corp.182 F.3d 548,555-58 (7th Cir.(Ill.) Jun 25,1999)(nothing that the Rocker-feldman Doctrine does not apply "if the alleged injury is distinct from the state court judgement and not inextricably intertwined with it' Accordingly , we AFFIRM the district court's dismissal of Mr. Edwards's complaint . In light of our affirmance of the dismissal of complaint, we DENY Mr. Edwards's motion to compel , his motion for stay, and his motion for speedy consideration, addendum to expedited motion for protective Court Order and federal Court Sanctions as Moot.

Entered for the Court,
Robert H. Henry
Circuit Judge

(EXHIBIT C)

Rule 902. Self-authentication
Extrinsic evidence of authenticity as a condition precedent to Admissibility is not required with respect to the following:

(1)Domestic public documents under seal.__A Document bearing a seal purporting to be that of the United States, or of an State, District, commonwealth, territory , or insular possession thereof, or the Panama canal Zone, or the Trust Territory of the Pacific Islands, or of a political subdivision, Department, officer, or agency thereof, and a signature pur-Proting to be an attestation or execution.

(2) Domestic Public Documents not under seal.....
..... .

(3)Foreign Public documents.__A document purporting to Be executed or attested in his official capacity by a person autheorized by the laws of a foreign country t o make the execu tion or attestation, and accompanied by a final certification as to the genuineness of the signature and official position >(A)of the executing or attesting person, or (B) of any foreign official whose certificate of genuineness of signature and official position relates to the execution or attestation or is in a chain of certificates of genuineness of signature and official position relating to the execution or attestation, A final Certification may be made by a Secretary of embassy or legation, consul general, vice consul, or consular agent of the United States , or a diplomatic or consular official of the foreign country assigned or accredited to the united States. If reasonable opportunity has been given to all parties to investigate the authenticity and accuracy of official documents, the court may , for good cause shown, order that they be treated as presumptively authentic without final certification or permit them to be evidenced by an attested summary with or with final certification.

ARTICLE .AUTHENTICATION ANDIDENTIFICATION

Rule 901. Requirement of authentication or Identification

(a) General provisions-The requirement of authentication or Identification as a condition precedent to admissibility is data is filed By evidence sufficient to support a finding that the matter in Question is what its proponent claim

. Of (b) Illustrations.-By way of illustration only, and not by way limitation, the following are examples of authentication or Identification conforming with the requirements of this rule:

(1) Testimony of witness with knowledge._Testimony that A matter is what it is claimed to be .

(2) Nonexpert opinion on handwriting.__Nonexpert opinion As to the genuineness of handwriting, based upon familiarity Not acquired for purposes of the litigation.(3)Comparison by trier or exper witness.__Comparison bythe trier of fact or by expert witnesses with speciment which have been authenticated. (4) Distinctive characteristics and the like.__Appearance, contents, substance, internal patterns, or other distinctive characteristics, taken in conjunction with circumstances.(5)Voice identification._Identification of a voice, whether heard firsthand or through mechanical of electronic transmission or recording, by opinion based upon hearing the voice at the time under circumstances connecting it with the al-
leged speaker. (6) Telephone conversations. Telephone conversations, by evidence that a call was made to the number assigned at the time by the telephone company to a particular person or business, If (A) in the case of a person, circumstances, includ-ing self-identification, show the person answering to be the one called, or(B) in the case of a business, and the call was madeto a place of business and the conversation related to business reasonably transacted over the telephone. (7) Public records or reports._Evidence that a writing au-thorized by law to be recorded or filed and fact recorded or filed in a public office, or a purported public record, report, statement, or data compilation, in any form, is from the public office where items of this nature are kept. (8) Ancient Documents...(9)Process or system...(10) Methods.Statute or rule, any Methods of author tication or Identification provided by act of congress or by other rule..Perscribed by the Supreme Court pursuant to Statutory authority.

(EXHIBIT C.a)

U.S. **(EXHIBIT D)**

<SEAL> UNITED STATES DEPARTMENT OF STATE

Washington, D.C. 20520 April 29,2003

DEAR Mr. Punchard

The White House has asked me to respond to your letter to President Bush about Sudan.

The Administration shares your concerns for the Peoples of Sudan who have suffered aerial bombing, slave raiding, forced Displacement, and religious presecution as a result of the 20 year conflict. We believe the opportunity to end these human tragedies is possible by securing a just and lasting peace.

We are encouraged by the peace negotiations in Kenya between the warring parties, the Government of Sudan and the Sudan Peoples's Liberation Movement/Army (spim/a). Both parties signed an agreement in October 2002 to cease hostilities and allow unimpeded humanitarian access to all areas of Sudan. As a result, aerial bombardment has ceased Fighting has been reduced, and some previously unreachable areas are now receiving food aid.

Sudan's president omer Hassan Ahmed El-Bashir and SPlM/A leader john Garang met April 2,2003, in Kenya and affirmed their Commitment to a peace agreement in June 2003. Negotiations are ongoing, building upon the critical July 20,2002 Peace Protocol that resolved the role of religion and the State and the South's right of self determination. We will continue to work diligently with regional partners to help both sides conclude a just and comprehensive peace agreement..

Mr. William Lord Punchard
702 West First Street
Deming, New Mexico 88030

(EXHIBIT D)

In support of the peace talks , the U.S. established a Civilian protection monitoring team (CPTM) to investigate attacks on Civilians, The CPMT is helping the peace process by highlighting atrocities, keeping both sides accountable to their word, and recommending concrete action both sides can take to avoid further attacks.

The President signed the Sudan peace Act in to Law on October 21, and the administration is actively engaged in realizing its goal, a just and lasting peace of all the peoples of Sudan. Consistent with the Sudan Peace Act, the President made a determination on April 21 , 2003 that the parties to the conflict were negotiating in good faith and that the Negotiations should continue, For further information on this determination, We refer you to the Sudan Page on the Department of State's Web Site (www. State.gov)

Sincerely,

Ambassador Michael
Ranneberger
Special Advisor for Sudan
Bureau of African Affairs

(EXHIBIT F)

UNITED STATES CONSTITUTION , ARTICLE III

Section 2, :

(1) The judicial Power shall extend to all cases, in law and Equity , arising under this constitution, the Laws of the United States , and Treaties made, or which shall be made, under their Authority;--to all Cases affecting Ambassadors, other Public Ministers and Consul;-to all Cases of admiralty and maritime jurisdiction;-to controversies to which the United States shall be a Party ;-to controversies between two or more States;-between a state and

(2) In all cases affecting Ambassadors, other public Ministers and Consuls , and those in which a State shall be Party, the Supreme Court shall have original jurisdiction In all the Other cases before mentioned, the Supreme court shall have Appellate jurisdiction. Both as to law and fact, with such exception and under such regulations as to congress shall make

(EXHIBIT G)

Book 15 page 1038

IN THE UNITED STATES DEPARTMENT OF JUSTICE

N.M. STATE SEAL

IN THE MATTER OF
The Declaration:

Dr, Billy Lloyd Edwards, DL
722 West 3rd Street
Deming, New Mexico 88030

NOTICE & DECLORATION

Pursuant to the Federal Law requiring all Citizens of the United States acting as agents for a foreign Government, must register with the United States Department of Justice .

Please be advised that the above named person is acting as a agent for the Royal Democratic States of continental Africa government, and Emperor Punchard.

All Government contact with International Governments will be handle by the above name agent and Ambassador, All mail will be addresses to the above named address.

Please be advised this address serves as a Embassy all so.

Having no more Business before the Honorable Justice and State Department. I thank the Department.

Billy Lord Edwards Punchard

Dr, Billy Lord Edwards Punchard

SEAL*Feb,11,1985

THE MONEY STORE **(EXHIBIT H)**

CUSTOMER SERVICE DEPT
P.O. BOX 160788
SACRAMENTO, CA 95816

ANNUAL ESCROW ACCOUNT
DISCLOSURE STATEMENT
CUSTOMER SERVICE DEPARTMENT
1877867-7378

BILLY L.. EDWARDS
702 W. 1ST .ST.
DEMING, NMEW MEXICO
88030

THE MONEY STORE LOAN CO.
0103003919

ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT 2000

12/27/00

YOUR NEW PAYMENT INFORMATION

PRINCIPAL & INT	$	249.57
ESCROW PAYMENT		15.17
SHORTAGE AMOUNT		12.13

New Payment affective 03/ 01/ 01 $276.97the terms of your loan may result in changes to the monthly principal and interest during the year. (applicable 0nly to ARM. GPM, or 235 loans)

This is a statement of actual activity in yuour escrow account from July 2000 throught Febuary 2001

MONTHY	DEPOSIT TO ESCROW	DISBURSMENT FROM ESCROW	DISCRIPTION	ESCR.BAL.
JUL oo	00	00		$ 189.03
AUG oo	00	00		198.03
SEP 00	00	00		189.03
OCT oo	.00	.00		189.03
NOV oo	.00	182.00	Haz. Insurance	371.03
DEC oo E	831.24	484.52	* misc escrow	24.31
Jan 01-E	31.52	oo		7.21
F EB 01-E	31.52	00		38.73

(EXHIBIT I)

Aug. –09-01 12:40pm From –HOMEQ +918 t-502 p.01/03 f-236

DEFAULT FORBEARANCE AGREEMENT

This agrrement as of by and between Money store ("lender)
And Billy Edwards collectively known as " Borrower"

Recitals:
( )
Agreement:

1. total amount needed to bring the loan current through and including the payment is the following sum:

11 Payments @ $249.67 $2,746.37
Corporate Advance: $484.52
Late fees, NSF charges and other Fees: $147.28
Forclosure Fees and Costs: 1,742.89
Credit from Forbarance suspense: $ -
TOTAL ARREARS DUE: 5,121.06

2. Beginning on Saturday , August 19, 2000 Borrower should start making payments , in addition to their regularly Scheduled Monthy payments , and the original down Payment, Borrower shall make 18 Monthy payments towards the above arrange.

$667.00 down Payment Must be received and Posted by 11 dec-00
$247.45 + regular Mo Payments must be received and posted 10-Jan-o1 total of $ 497.12
$247.45 + regular Mo Payments must be received and Posted o1 Feb- 01 total of $ 497.12.
$247.45 + Regular Mo Payments Munst be received and Posted 01 Mar 01 Total of $497.12

01	April	01	same $497.12	01	Dec	01	Same $497.12
01	May	01	same $497.12	01	Jan	02	Same --$497.12
01	June	01	same $497.12	01	Feb	02	Same $497.12
01	July	01	Same $497.12	01	Mar	02	Same $497.12
01	Aug....01		Same $497.12	01	April	02	Same $497.12
01	Sep	01	Same $497.12	01	May	02	Same $497.12
01	Oct	01	Same $497.12	01	June	02	Same $497.12
01	Nov	01	Same $497.12				

HOMEQ (EXHIBIT J)

MAY 24, 2001

BILLY L. EDWARDS
702 W. FIRST ST.
DEMING, NM 88030

RE: 0103003919 (February 2001 th May 2001, 1. th 4 CHECKS, ALL RETURNED)

Dear Mr Billy L. Edwards:

HomEQ Servicing Corporation is Returning Check number #1,#2,#3,#4 for $ 276..97 (eh)

The account is in foreclosure and the check amount is not sufficient to reinstate the loan. Unless you can fully reinstate your loan. Or work out a satisfactory payment plan with us, we cannot accept your payments . If you are in Bankruptcy , please instruct your Attorney to send a Copy of the filing and the plain to :

HomEq Servicing Corporation
Mail Stop: NC4743
1100 Corporation center Drive
Raleigh, NC 27607

If you Send a Western Union Quick Collect,, We returned the funds to Western Union Office that sent them. YouMust Contact that Office to obtain such Funds. If you have any questions , Please Feel Free to contact us at (918)280-2855
Sincerely,
HomEQ Servicing Cvorporation

(EXHIBIT K)

UNITED STATES , Vs, BELMONT BANK

301 U.S. 324 (1937) PARTIES: A Russian Corporation; The United States Government: The Soviet Government: The Belmont, A New York Private Bank.

Opinion by J. Southland...

We are of [the] opinion that no state policy can prevail against the international compact here involved.....We take judicial notice of the fact that coincident with the assignment set forth in the complaint , the President recognized the soviet Government , and normal diplomatic relations were established between that government and the government of the United States followed by exchange of ambassadors , The effects of this was to validate, So far as this country was concerned, All acts of the Soviet Government here involved from the commencement of its existence. The Recognition, establishment of diplomatic relations, the assignment, and agreements with respect thereto, were all parts of one transaction, resulting in an international compact between the two governments . That the negotiations, acceptance of the assignment and agreements and understandings in respect thereof were within the competence of the President may not be doubted. Governmental power over internal affairs is distributed between the national government and the several states. Governmental Power over external affairs is not distributed, but is vested exclusively in the national government. And in respect of what was done here, the Executive had authority to speak as the Sole organ of that government . The assignment and the agreement in connection there with did not , as in the case of Treaties, as that term, is used in the Treaty making clause of the Constitution (Art. II, Sec. 2) require the advice and consent of the Senate. .....,That private property shall not be taken without just compensation.

.....(APP-16)